

1. General Description and Coverage

Support Services for on premises licences are provided by Unit4 to Customer so that standard on premises application (“**Software**”) continues to perform as set out in the relevant Product Specification or Service Terms. Support Services may include the following activities: Support, Maintenance, self-help, general advisory and other related services.

For all other application or technical functions (including any Customisations whether or not provided by Unit4) and/or issues or errors caused by Customer’s information systems, infrastructure and/or third party products or services, Unit4 may assist Customer and any third party suppliers in diagnosing and resolving issues or errors. However, Customer acknowledges that these matters are outside of the coverage of Support Services. Unit4 reserves the right to charge at Unit4’s Prevailing Rates.

For defined terms used in these Service Terms, see clause 12 below.

2. Named Support Contacts and Customer Service Owner

Required Named Support Contacts

Customer will appoint at least two (2) Named Support Contacts. The Named Support Contacts must be trained on the Software for which they initiate Cases and will provide a first point of contact and will attempt to resolve issues identified by Customer’s Users, qualifying all issues prior to raising them with the Support Desk to be logged as a Case. The Named Support Contacts are the primary point of contact with the Support Desk.

In addition, some Software requires at least two (2) Named Support Contacts for each major modular area, e.g. Financials, HR. By way of clarification, the same person may perform the role of Named Support Contact for more than one modular area, provided: (i) that they have completed the necessary training to perform the role on each modular area; and (ii) there is always at least two people trained as Named Support Contacts allocated to each modular area.

Training Requirements for Named Support Contacts

Where, in Unit4’s reasonable opinion, a Named Support Contact requires additional training in order to satisfactorily perform their role in relation to the operation or support of the applicable Software, a reasonable programme of additional education will be proposed by Unit4 to be undertaken at the expense of Customer. The training courses may be online courses or face to face training provided by Unit4 staff at locations notified to Customer by Unit4.

3. Self-Help Resources and “How to” Questions

Unit4 provides Customer with access to on-line resources made available via Community4U, in each case in English. Customer shall register any “How to” or “How do I?” questions by raising them on the forums section of Community4U by starting a topic to discuss with peers (other Unit4 customers and Unit4 partners). This forums section will be moderated by Unit4 and (where appropriate) responded to.

4. Case Classification, Qualification, Response and Escalation

Logging Cases

Cases shall be logged in English (unless otherwise agreed). Customer’s Named Support Contacts are able to submit Cases on a 24x7 basis via Community4U or email. The Case must be logged as either an Incident or a Service Request. Cases will be classified and handled as follows:

4.1 Incidents

An Incident will get routed to the appropriate resolution groups and the Support Desk will manage progress of the Incident towards a Resolution (in the form Unit4 deems most appropriate). Incidents will be classified in accordance with the Priority Level Designation Table.

Fig. 1 (Priority Level Designation Table)

Priority Level Designation	Business Impact Assessment	Initial Response Time Objective
Priority 1 – Critical	Customer’s use of the Software is stopped or so severely impacted that their entire organisation cannot reasonably continue to work. For example, Customer’s organisation experiences complete loss of service or the loss of operation is critical to their business and the situation becomes an emergency.	1 Business Hour.
Priority 2 – Major	One or several important business processes are disabled by the issue, causing major disruption, but it is not a Priority 1 condition.	2 Business Hours
Priority 3 – Normal	Business processes are affected by the issue, causing minor disruptions, or loss of functionality but it is not a Priority 2 condition.	8 Business Hours
Priority 4 – Minor	Business processes are basically unaffected by the issue, but it may cause minor application usability issues.	2 Business Days

Unit4 Initial Response Time Objective

Unit4 shall use reasonable endeavours to respond within the Initial Response Time Objective.

Diagnosis of Incidents

Customer shall reasonably self-diagnose each Incident and recommend a Priority Level Designation based on the business impact assessment shown in the Priority Level Designation Table. Unit4 shall confirm Customer’s Priority Level Designation, or notify Customer of a change in the Priority Level Designation to a higher or lower level with justification. If Customer does not agree with Unit4’s classification, each Party shall promptly escalate such conflict through the Support Escalation Process, during which time the Parties shall continue to handle the Incident in accordance with the Priority Level Designation given by Unit4.

Diagnosis and Resolution (Process and Responsibilities)

Unit4 will work during Business Hours to provide a Resolution or workaround.

Customer must be available during the investigation into any Incident. Customer will need to be able to answer inquiries from Unit4 and to provide all relevant information. This may include providing detailed step-by-step problem description, screenshots as required to reproduce the Incident.

Customer may be asked to provide remote access for troubleshooting purposes. In the event of an Incident, Unit4 will use its basic remote connection (i.e. screen sharing). Any other form of remote access will be outside of the Support Services.

If the relevant information or access is not made available within the agreed timescale, it may impact Unit4’s ability to diagnose the Incident and delay a Resolution. In this case, Unit4 reserves the right to re-schedule the diagnostic work, at its convenience, when suitable Customer resources become available. Customer is responsible for ensuring that it is permitted to share any relevant data or information with Unit4. Customer will be able to review through Community4U: (i) whether the Initial Response Time Objective has been met and (ii) progress of logged Incidents.

Customers are obliged to test the solutions or workarounds provided by Unit4 and, if accepted by Customer (acting reasonably), Customer will close the Incident.

Application Error Correction Obligations

Where it has been established that the cause of an Incident is an error in the application software code, the following procedures will be used to provide corrections:

- Priority 1 – a workaround or solution will be provided to Customer as soon as reasonably possible. In the event that an appropriate workaround or solution is not possible, then a correction will be delivered via a Hot Fix, Update or Release (as applicable) as soon as reasonably possible.
- In the case of other errors, Unit4 will use reasonable endeavours to achieve the following:
 - Priority 2 – provide an accepted workaround or solution and provide a correction in next Update or as a Hot Fix if necessary to do so (in Unit4’s sole discretion);
 - Priority 3 – provide an accepted workaround or post the defect on the ‘Known Low Impact Defects’ page on Community4U and make it available for Customer votes in accordance with the process on Community4U;
 - ⇒ Priority 4 – provide an accepted workaround, or, where this is an enhancement request, the case will be closed and Customer directed to the Unit4 Ideation Page on Community 4U in accordance with the process on Community4U.

If Unit4 makes available a Hot Fix, Update or Release which contains corrections to errors in the most recent Update or Release, then Customer will no longer receive Support Services in relation to such errors if they continue to use a former Update or Release and therefore Unit4 may require the deployment of such Hot Fix, Update or Release before continuing the Resolution process.

General Disclaimer

Unit4 has no obligation to correct defects or errors relating to:

- failure of Customer to utilise the appropriate versions of other third party software required to run in conjunction with the Software as stated by Unit4 from time to time; or
- installation of, or Customisation to, the Software by any person other than Unit4; or
- user error or incorrect use of the Software; or
- failure by Customer to apply any workaround or solution provided or suggested by Unit4; or
- any fault in any hardware or software manufactured by a third party used in conjunction with the Software (that is not provided by Unit4); or
- (unless otherwise agreed) Customer’s use of an unsupported Release; or
- defects or errors caused by the use of the Software on or with equipment not recommended or approved in writing by Unit4.

4.2 Service Requests

Service Requests will have an initial response time of 2 Business Days after confirmation of receipt by Unit4 of the Service Request.

Customer will be able to choose Service Requests via Community4U using the Service Request Catalogue or submit a free-form Service Request and (in each case) Customer must provide Unit4 with all the required information to allow Unit4 to process the Service Request.

For the avoidance of doubt, Unit4 is not under any obligation to deliver Service Requests.

4.3 Cases Requiring Database Changes

Where there is a need for, or Customer has requested, a data manipulation (expressed as a SQL script) in the database then the following will apply. As all Customer Data is owned by Customer, who is also responsible for its accuracy and integrity, Unit4 requires specific approval by Customer to perform the necessary changes.

Customer must provide consent prior to Unit4 taking any corrective action or applying any changes in Customer's database. Unit4 will advise Customer of any steps that it needs to take, and Customer must comply with such advice. Customer acknowledges and agrees that Unit4 is not responsible or liable, directly or indirectly, for any damage or loss (whether to Customer Data or otherwise) caused or alleged to be caused by or in connection with Unit4 providing or performing any agreed changes in relation to any Customer database change or data manipulation request.

5. Escalation and Complaint Management

If there are any disagreements or issues relating specifically to Support Services, the Customer Service Owner may escalate the disagreement or issue through the Support Escalation Process. If Customer has a complaint in relation to Support Services, the Unit4 Account Representative Function will verify the complaint and manage the process with Unit4's internal service functions and in communication with any applicable Unit4 suppliers or sub-contractors and Customer. When a Customer escalates a Case via the process within the case tool and requests a formal resolution, the Support Escalation Process for Incidents and Service Requests will drive the escalation. When a Customer makes a complaint in respect of the Services provided by Unit4, the Escalation Coordinator will own the complaint and drive the resolution. The Unit4 Account Representative Function will:

- verify the complaint;
- allocate it to the right business unit to resolve the complaint; and
- act as a single point of contact.

In relation to the escalation process Customer shall supply a clear description of the complaint or escalation and make all supporting materials available to the Support Escalation Process or the Unit4 Account Representative Function.

6. Supported Releases

Current and Previous Release (N and N-1)

Unit4 always recommends that Customer uses the latest Release. Customer Support is only provided for the current (N) and previous (N-1) Release of the Software. Unit4 can provide details of the current and previous Release to Customer on request.

End of Life Support (NS-2)

Where access to Support Services is (at Unit4's discretion) provided for a Release of the Software not specified in the previous paragraph only access to on-line self-help resources (such as Community4U and other Unit4 customer communities) will be provided. Further, Unit4 reserves the right to cease and "end of life" the provision of such Support Services by providing Customer with six (6) months' notice. In such an event, Unit4 can advise on an appropriate upgrade and/or migration plan or may offer Customer access to Extended Legacy Tiered Support. Any resulting upgrade assessments or Project will be charged at Unit4's Prevailing Rates.

7. Availability of Improvements and Old Technology

Availability and Responsibility for Applying Improvements and Corrections

Unit4 will from time to time provide improvements and corrections to the Software and these will be incorporated into a Hot Fix, Update or Release. Customer will receive Hot Fixes, Updates and Releases free of charge assuming that all applicable fees have been paid to Unit4.

Customer's must implement or apply new Hot Fixes and Updates as soon as reasonably possible. Unit4 will not be obliged to provide a Resolution for any Incident where Customer has not implemented or applied the latest Update or relevant Hot Fix.

In the event that Customer requires any Professional Services to assist with implementation of a Hotfix, Update or Release, then Unit4 may charge for this time at its Prevailing Rates.

Old Technology

Customer acknowledges that owing to changes and advances in technology, new Releases of the Software may in the future not always be compatible with any of the On Premises Environments present at the date of first installation of the applicable Software. Unit4 will endeavour to provide Customer with as much advance notice as it reasonably can, should Unit4 be aware that new Releases of the Software require changes to an On Premises Environment. It is Customer's responsibility to upgrade the On Premises Environments, as advised by Unit4 with reasonable notice, in order to meet the requirements of new Releases. Unit4 reserves the right with not less than 12 months' notice to withdraw Support Services for new Releases of the Software for certain database systems or operating systems used by Customer which, in Unit4's reasonable opinion, are no longer in wide commercial use.

8. Versions

Unit4 reserves the right to charge a reasonable fee for any Version. In order for a revision to the Software to be classified as a Version, Unit4 needs to be able to demonstrate that it is the result of substantial re-development. Purchasing a Version is optional with the previous revision remaining under the Support Services.

9. Customisations

Unless otherwise agreed with Customer, Customisations are not supported by Unit4. Customer has sole responsibility for the Customisations and their maintenance and Unit4 has no responsibility to maintain compatibility or fix any problems resulting from the use of non-standard software. This includes any custom development or Customisation (including Unit4 delivered Customisation as part of a project implementation or bespoke code written by Unit4). If any assistance is required with regard to Customisations and/or bespoke work, Unit4 may be able to assist with resolving issues or with upgrades of the Customisation, but this will be subject to review and extra charge. Customer will be required to purchase Professional Services at Unit4's Prevailing Rates.

10. Managed Application Services

Where Customers are entitled to Managed Application Services, deliverables for such Services will be set out in the applicable Service Description on www.unit4.com/terms.

11. Extended Legacy Tiered Support

Service Terms – Support Services (On Premises Software) v.1.1 July 2022 (EN)

Where Unit4 agrees with a Customer to provide Extended Legacy Tiered Support (being Support Services provided for an unsupported Release (N ≤ -2) of the Software), then Customer shall be entitled to Support (but not Maintenance) in accordance with these Unit4 Support Terms in relation to Customer's current Release until their next Renewal Date (or another date agreed between the Parties) at which point the Extended Legacy Tiered Support will terminate unless the parties jointly agree to a renewal

12. Definitions

Capitalised terms used in these Service Terms but not defined shall have the meaning given to such terms in Unit4's General Terms of Business.

Word or phrase	Meaning
Business Hours	9.00 a.m. to 5.00 p.m. on any Business Day.
Case	a request for Support Services that is either an Incident or a Service Request.
Customer Service Owner	one Named Support Contact nominated by Customer, whose name and contact details (including an email address and telephone number) are provided by Customer to Unit4 (and shall be updated by Customer from time to time) that Unit4 will use as a key point of contact in the event of any time sensitive issues relating to the Product.
Escalation Coordinator	the escalation coordinator is responsible for reviewing and validating the case escalation requests. When a request is validated, the Escalation Coordinator will follow up with relevant team(s) or business units within Unit4 who will come back to Customer with an action plan within a pre-determined timeframe. In case the escalation is declined, Customer shall receive a clear justification why from the escalation coordinator.
Extended Legacy Tiered Support	the continued provision of Support, but not Maintenance via the Support Desk to unsupported Releases of Software, provided only in accordance with the Unit4 Support Terms.
Hot Fix	an urgent and often time sensitive revision of Software issued, which contains vital corrections to errors in the Software to stabilize availability or maintain security objectives.
Incident	an issue with the Software that interrupts the current mode of operation and/or business processes of Customer.
Initial Response Time Objective	the objective or target set by Unit4 for responding to an Incident as set out in the Priority Level Designation Table.
Maintenance	in relation to a Product, the provision of proactive maintenance including bug-fixing, security patches and other corrective updates.
Named Support Contacts	those representative Users of Customer named from time to time as support contacts for the Software as defined in the Unit4 Support Terms.
On Premises Environment	an environment (as permitted under the Agreement) on which the Software is installed by Customer.
Priority Level Designation	a priority level (between 1 and 4) designated to an Incident in accordance with the guidance provided in the Priority Level Designation Table.
Priority Level Designation Table	the table of the same name set out at figure 1 in these Service Terms.
Release	a new iteration of a Software that is made available to Customer and for the avoidance of doubt, a list of the current and previous Releases of the Software are available here: www.unit4.com/terms .
Resolution	one or more of the following actions, as appropriate, in response to an Incident: <ul style="list-style-type: none"> (i) provision of the requested advice; (ii) explanation of how a particular element of functionality should be used; (iii) provision of an alternative method of system operation where an error has been identified and agreed; (iv) provision of a workaround or other solution; and (v) where no alternative method of system operation or workaround is possible, confirmation that an application error has been identified and logged for error correction with Unit4's R&D organisation.
Service Request	a request by Customer to change the parameters of Customer's existing Software Configuration or a request for assistance that is not covered under Customer's Support Services package.
Service Request Catalogue	a standard list of Service Requests from which Customer may choose.
Support	in relation to a Product, the response to and Resolution of Cases on a reactive basis.
Support Desk	The Unit4 Customer Support Desk, with whom Incidents and Service Requests can be raised.
Support Escalation Process	the escalation process as updated from time to time by Unit4, which can be provided to Customer on request, setting out the escalation pathway for disputes or disagreements about the provision of Support Services.
Support Services	the Support and Maintenance services provided by Unit4 in accordance with these Service Terms.
Update	a scheduled revision of Software issued at greater frequency than a Release, which contain corrections to errors in the Software and or contains small functional enhancements to the Software.
Version	a new version of the Software, such that it resembles a new product or an enhanced version of the product, which Unit4 may choose to name consistently with the previous one.